



## Board of Commissioners

January 9, 2020

6:30 PM

City Hall – Massie Chambers

### Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.

3. Reading of the minutes of the December 12, 2019 regular meeting and the December 16, 2019 special called meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

6. Reports and comments from committees, members of the Board of Commissioners and other officers.

7. Old Business.

a. Consider Ordinance 19-959, an ordinance to close two (2) sections of non-improved ten (10') feet alleyway right-of-way per the W.B. Myers Home Place Subdivision Plat and designate the right-of-way area to the adjacent property owners. **SECOND READING**

b. 19-961, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year budget 2019-2020, passed by ordinance 19-938. **SECOND READING**

c. Consider Ordinance 19-962, an ordinance amending the City of Goodlettsville Municipal Code Title 14, Chapter 2, Section 208 by creating a new sub-section (5)(f) entitled Tree Bank. **SECOND READING – PUBLIC HEARING**

d. Consider Ordinance 19-963, an ordinance amending the City of Goodlettsville Municipal Code Title 14, Chapter 1, Section 101 by deleting Section 101 in its entirety and replacing it with a new Section 101 entitled Creation and membership. **SECOND READING – PUBLIC HEARING**

8. New Business.

- a. Consider Ordinance 20-964, an ordinance amending Ordinance 19-960 by adding a new subsection (f) to Section 2 of the ordinance as it relates to mandatory right-of-way dedication for sidewalks. **FIRST READING**
- b. Consider Ordinance 20-965, an ordinance to amend the City of Goodlettsville Municipal Code Title 2, Chapter 1, Section 102, by creating a new subsection (11) entitled "Committees", as it relates to the Parks and Recreation Advisory Board. **FIRST READING**
- c. Consider Resolution 20-897, a resolution ratifying membership and appointments to the Goodlettsville Board of Zoning and Sign Appeals.
- d. Consider Resolution 20-898, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.
- e. Consider Resolution 20-899, a resolution designating all funds generated from the enactment of Ordinance 19-962 to be committed solely for the purpose of planting trees within the City of Goodlettsville on public properties and right-of-way.
- f. Consider Resolution 20-900, a resolution acknowledging a grant application with the American Academy of Dermatology for the purpose of additional shade structures at the Peay Park Splash Pad.
- g. Consider Resolution 20-901, a resolution approving an agreement between the City of Goodlettsville and James, Andrew & Allan Sowell and Evelyn Bonds as it relates to publication rights of the "Journey and SoJourn of the William Bowen Family of Manskers Creek" Book.
- h. Consider Resolution 20-902, a resolution approving a master standardized Facility Use Agreement as it relates to third party use of city owned park facilities for the purpose of providing athletic and other programs.
- i. Consider Resolution 20-903, a resolution requesting the City of Goodlettsville's State of Tennessee legislative delegation to introduce and support legislation that would permit the City of Goodlettsville to increase its Hotel / Motel Tax to a maximum of five percent (5%) if it so chooses.
- j. To consider and appoint an interim City Judge for a period of time not to exceed 30 days.

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

[abaker@goodlettsville.gov](mailto:abaker@goodlettsville.gov)

*A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.*

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

[www.goodlettsville.gov](http://www.goodlettsville.gov)

**ORDINANCE NO. 19-959**

**AN ORDINANCE TO CLOSE TWO SECTIONS OF NON-IMPROVED TEN FOOT ALLEYWAYS / RIGHT-OF-WAYS PER THE W.B. MYERS HOME PLACE SUBDIVISION AND DESIGNATE AREA TO THE ADJACENT PROPERTY OWNERS.**

**WHEREAS**, it has been discovered that two portions of alleyway located within the W.B. Myers Home Place Subdivision exists; and

**WHEREAS**, it is in the best interest of the City of Goodlettsville to abandon said alleyway / right-of-way.

**NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:**

**SECTION I.** That the City Manager of the City of Goodlettsville, Tennessee, is hereby authorized to enter into any and all documents necessary to abandon two portions of alleyway / right-of-way, located W.B. Myers Home Place Subdivision as demonstrated by Exhibit 1

**SECTION 2.** This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: Oct. 24, 2019

Passed: \_\_\_\_\_

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

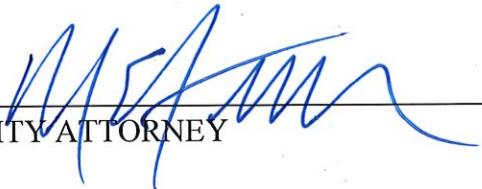
  
\_\_\_\_\_  
CITY ATTORNEY



EXHIBIT 1





Ordinance 19-961

**AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2019-2020 BUDGET, PASSED BY ORDINANCE #19-938**

WHEREAS, the City of Goodlettsville adopted the fiscal year 2019-2020 budget by passage of Ordinance #19-938 on May 23, 2019; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, certain grants and donations have been obtained from various sources for Tourism purposes; and

WHEREAS, insurance proceeds have been received related to certain vehicle accidents which damaged City owned equipment; and

WHEREAS, the City has identified certain property for sale adjacent to the City's Public Works/Sewer facilities that it deems beneficial to the City to purchase; and

WHEREAS, in order to spend the additional funds, a budget amendment will be necessary; and

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE FISCAL YEAR 2019-2020 BUDGET BE AMENDED AS FOLLOWS:**

Tourism Visit Goodlettsville Marketing Exp	\$12,500	
Tourism Grant ( <i>TN Dept of Tourist Development</i> )		\$12,500
Tourism Historic Sites Special Events	\$2,400	
Tourism Contributions and Donations ( <i>Candy Cane Village Sponsorships</i> )		\$2,400
Public Works Expenditures ( <i>Digital Message Board</i> )	\$11,416	
General Fund Insurance Proceeds		\$11,416
Police Dept Expenditures ( <i>Speed Trailer</i> )	\$4,083	
General Fund Insurance Proceeds		\$4,083
Sewer Fund Capital Expenditures ( <i>Property</i> )	\$225,000	
Sewer Retained Earnings ( <i>fund balance</i> )		\$225,000

This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: December 12, 2019

\_\_\_\_\_  
CITY RECORDER

Passed: \_\_\_\_\_

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
CITY ATTORNEY



Ordinance 19-962

**AN ORDINANCE AMENDING THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 14, CHAPTER 2, SECTION 208 BY CREATING A NEW SUBSECTION (5)(f) ENTITLED TREE BANK.**

**WHEREAS**, the City of Goodlettsville Regional Planning Commission has determined it to be in the best interest of the City of Goodlettsville to create a Tree Bank program; and

**WHEREAS**, the City of Goodlettsville Board of Commissioners concurs with the Regional Planning Commission's recommendation.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 14, CHAPTER 2 IS AMENDED BY CREATING A NEW SUBSECTION (5)(f) ENTITLED TREE BANK AS FOLLOWS:**

14-208(5)(t) Tree Bank

- (t) Monetary Compensation for Trees. A developer may choose to provide the City of Goodlettsville with monetary compensation for trees. If this alternative for the development is chosen, then the following criteria shall be observed:
  - (i) Provide tree density calculations on the Tree Preservation and/or Tree Replacement Plan. Show the total amount of Tree Density Units that cannot be met on-site.
  - (ii) Multiply the Tree Density Units that cannot be met on-site by the Monetary Compensation Value. The product of those two numbers shall be provided on the Tree Preservation and/or Tree Replacement Plan. Contact the Director of Planning and Community Development for the current Monetary Compensation Value.
  - (iii) The monies collected for the Tree Bank may be used by the Department of Planning and Community Development, Public Services, and/or Support Services for the planting of trees at parks, greenways, fire stations, and libraries. Alternate planting locations may be approved by the Director of Planning and Community Development with the concurrence of the City Manager.
- (u) Standards for Administering this Alternative Compliance Method. The Director must review and approve all requests for alternative compliance. In no instance shall the alternative compliance options be used to comply with any other ordinance requirement than the tree density or specimen tree requirement. The site development permit shall be

issued after the Director has approved the request for either compliance option and received the necessary documentation and funds.

- (v) Exclusions. Trees used to meet requirements for parking lots, landscape strips, street frontage buffers, or buffer replanting must be planted on site and are excluded from the Tree Bank procedures. Trees that are required to meet minimum Tree Density Units and/or recompense requirements can be contributed toward the Tree Bank in accordance with this alternative measure.

This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: December 12, 2019

Passed: \_\_\_\_\_

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

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CITY ATTORNEY



Ordinance 19-963

**AN ORDINANCE AMENDING THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 14, CHAPTER 1, SECTION 101 BY DELETING IT IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 101 ENTITLED CREATION AND MEMBERSHIP.**

**WHEREAS**, a conflict exists in the membership of the Goodlettsville Regional Planning Commission; and

**WHEREAS**, certain changes are needed to the municipal code in order to correct the conflict of membership.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 14, CHAPTER 1, SECTION 101 IS AMENDED BY DELETING SECTION 101 IT IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 101 ENTITLED CREATION AND MEMBERSHIP, AS FOLLOWS:**

14-101. Creation and membership. Pursuant to the provisions of Tennessee Code Annotated, § 13-4-101 there is hereby created a municipal planning commission, hereinafter referred to as the planning commission. The planning commission shall consist of eleven (11) members; one (1) of these shall be the mayor or a member of the board of commissioners designated by the mayor. The other ten (10) shall be appointed by the mayor, only one of whom may be a member of the Board of Commissioners. All members of the planning commission shall serve as such without compensation. The terms of the ten (10) members appointed by the mayor shall be for four (4) years each. The term of the mayor or the mayor's designee from the board of commissioners shall run concurrently with their board of commissioners' term of office. Any vacancy in an appointive membership shall be filled for the unexpired term by the mayor.

This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: December 12, 2019

Passed: \_\_\_\_\_

\_\_\_\_\_  
CITY RECORDER  
APPROVED AS TO LEGALITY AND FORM:

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CITY ATTORNEY

**ORDINANCE NO. 20-964**

**AN ORDINANCE AMENDING ORDINANCE 19-960 BY ADDING A NEW SUBSECTION (f) TO SECTION 2 OF THE ORDINANCE AS IT RELATES TO MANDATORY RIGHT-OF-WAY DEDICATION FOR SIDEWALKS.**

**WHEREAS**, the Board of Commissioners of the City of Goodlettsville, Tennessee has determined that it is in the best interest of the health, safety and welfare of its citizens to amend its Municipal Code to allow for the payment of a fee in lieu of sidewalk construction as currently required at the discretion of the City Manager or designee and to allow an appeal of such decision to the City of Goodlettsville Board of Commissioners;

**WHEREAS**, the City Manager or their designee, at their discretion and in accordance to the City's Design Guidelines, Zoning Ordinance, and Bicycle and Pedestrian Plan permit the payment of the "In Lieu of Sidewalk Construction Fee"; and

**WHEREAS**, it is also in the best interest of the City to require dedication of Right-of-Way when it is determined there is an inadequate area of land for future sidewalks; and

**WHEREAS**, all decisions of the City Manager or their designee may be appealed to the City of Goodlettsville Board of Commissioners.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:**

**Section 1.** The facts and matters set out in the preamble to this ordinance are hereby found to be true and correct.

**Section 2.** The City of Goodlettsville, Tennessee Ordinance 19-960 is amended as follows:

- f) When it is determined that an inadequate amount of Right-of-way exists for sidewalk construction on the subject property, the City Manager or his designee may require dedication of Right-of-way for future sidewalk construction.

**Section 3.** This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: \_\_\_\_\_

Passed: \_\_\_\_\_

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CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

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CITY ATTORNEY



**ORDINANCE NO. 20-965**

**AN ORDINANCE AMENDING THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 2, CHAPTER 1, SECTION 102, BY CREATING A NEW SUBSECTION (11) ENTITLED COMMITTEES.**

**WHEREAS**, it has been determined that certain amendments to the City of Goodlettsville Municipal Code need to be amended as it relates to the Parks and Recreation Advisory Board; and

**WHEREAS**, it is in the best interest of the Parks and Recreation Advisory Board to allow said board to create certain committees when deemed necessary.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:**

**Section 1.** The facts and matters set out in the preamble to this ordinance are hereby found to be true and correct.

**Section 2.** The city of Goodlettsville Municipal Code Title 2, Chapter 1, Section 102 is amended by adding a new subsection (11) as follows:

(11) Committees. The board may create committees to study certain subject matters when it deems it in the best interest of the board. Composition of such committees may include individuals who are not members of Parks & Recreation Advisory Board.

**Section 3.** This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: \_\_\_\_\_

Passed: \_\_\_\_\_

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
CITY ATTORNEY

**RESOLUTION NO. 20-897**

**A RESOLUTION RATIFYING MEMBERSHIP AND APPOINTMENTS TO THE BOARD OF ZONING AND SIGN APPEALS.**

**WHEREAS**, as a requirement in the City's charter, the public good is served through citizen advisory and policy boards; and.

**WHEREAS**, the citizens of Goodlettsville are best served when all positions on those boards are filled;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT THE FOLLOWING APPOINTMENTS BE RATIFIED AS FOLLOWS:**

BOARD OF ZONING APPEALS & SIGN APPEALS (4-YEAR TERM)

Mark Writesman

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

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MAYOR JEFF G. DUNCAN

Adopted: January 9, 2020

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CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

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CITY ATTORNEY



**RESOLUTION NO. 20-898**

**A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND CALLING FOR ITS DISPOSAL BY ONLINE AUCTION OR ANY OTHER REASONABLE MANNER.**

**WHEREAS**, occasionally, the City of Goodlettsville owns property that is no longer of use or has value for its intended use; and,

**WHEREAS**, The City of Goodlettsville foresees no future need or use of said property; and,

**WHEREAS**, The City of Goodlettsville desires to dispose of said property;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT PROPERTY LISTED IN EXHIBIT A OF THIS RESOLUTION IS DECLARED TO BE SURPLUS PROPERTY AND BE DSPOSED BY ONLINE AUCTION OR ANY OTHER MANNER.**

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

Adopted: January 9, 2020

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

\_\_\_\_\_  
CITY RECORDER  
APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT 1****SURPLUS PROPERTY (RESOLUTION 20-898)**

- GE Dryer
- Scottsman ice machine

**Fire**

City Tag #		Model #	Serial	Year
40014	Hose Reel- Red			
40099	Hose Reel- Silver			
1984	Onan Generator	6.5 NH	G883120521	1988
10091	Humat Valve			
10195	Humat Valve			
10123	Humat Valve			
40011	Ready Heater	Kerosene Heater		
2042	Echo Vent Saw	GV_9000		
10200	6"-5" Gate Valve			
10093	6"-5" Gate Valve			
10133	6"-5" Gate Valve			
	4- Wheel Chocks	Brackets		
	6" Suction Hose			
	6" Suction Hose			
	6" Suction Hose			
	2- Section Rubber Reel Hose			
985	Gated Wye	Akron	1583	
40129	Gated Wye	Elkhart	22254	
1084	Gated Wye			
10074	Gated Wye	Akron	949	
986	Gated Wye	Akron	1583	
	Set of 4 19.5 studded tires and Rims			
	Amkus Power Pack			
	Enerpac Power Pack			

	Enerpac Power Pack			
1409	Onan Generator	3.7PFI-3P	C843761054	1984
20001	Super Vac PPV Fan	Honda 8hp	GX-240-242	
1294	Hale Pump	25FB-B42	89838	
	6- 22.5 Alcoa Aluminum Rims			
40013	Tire/ Wheel Dolley	Harper Trucks		
40134	Red Head	6-5 Adapter		
40137	Elkhart	6-5 Adapter		
40135	Red Head	6-2.5 Adapter		
40136	Red Head	6-2.5 Adapter		
40134	Red Head	6-2.5 Adapter		



## **RESOLUTION 20-899**

**A RESOLUTION DESIGNATING ALL FUNDS GENERATED FROM THE ENACTMENT OF ORDINANCE 19-962 TO BE COMMITTED SOLELY FOR THE PURPOSE OF PLANTING TREES WITHIN THE CITY OF GOODLETTSVILLE ON PUBLIC PROPERTIES AND RIGHT-OF-WAY.**

**Whereas**, the City of Goodlettsville Board of Commissioners has adopted Ordinance 19-962 which allows the city to collect payments in lieu of required landscaping and tree planting requirements when deemed in the best interest of the city; and

**Whereas**, the purpose in collecting payments in lieu of required landscaping and trees is to be used for the purpose of planting trees within the City of Goodlettsville; and

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT ALL PAYMENTS COLLECTED BY THE CITY IN LIEU OF LANDSCAPING AND TREE PLANTING IS TO BE COMMITTED FOR THE SOLE PURPOSE OF PLANTING TREES WITHIN THE CITY OF GOODLETTSVILLE ON PUBLIC PROPERTIES AND RIGHT-OF-WAY.**

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Passed this 9th day of January, 2020

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MAYOR JEFF G. DUNCAN

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CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

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CITY ATTORNEY

**RESOLUTION 20-900**

**A RESOLUTION ACKNOWLEDGING AN APPLICATION FOR A GRANT WITH THE AMERICAN ACADEMY OF DERMATOLOGY FOR THE PURPOSE OF ADDITIONAL SHADE STRUCTURES AT THE PEAY PARK SPLASH PAD.**

**WHEREAS**, the American Academy of Dermatology has accepted applications for shade structures for communities around the United States; and,

**WHEREAS**, the City of Goodlettsville constantly strives to create active and open space where playgrounds would promote healthy and active lifestyles; and,

**WHEREAS**, it would greatly benefit the citizens of the City of Goodlettsville for the city to make application for a grant from American Academy of Dermatology for the purpose of purchasing additional shade structures.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:**

Section 1. That the City of Goodlettsville's application for the American Academy of Dermatology for a grant in the amount of no less than \$8,000.00, for the purpose of purchasing additional shade structures

Section 2. That this resolution shall take effect from and after its adoption, the welfare of the City of Goodlettsville requiring it.

Date adopted: January 9, 2020

\_\_\_\_\_  
MAYOR  
JEFF G.  
DUNCAN

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

**RESOLUTION NO. 20-901**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND JAMES, ANDREW & ALLAN SOWELL AND EVELYN BONDS AS IT RELATES TO THE PUBLICATION RIGHTS OF THE "JOURNEY AND SOJOURN OF THE WILLIAM BOWEN FAMILY OF MANSKERS CREEK" BOOK.**

**WHEREAS**, the City of Goodlettsville Tourism Department currently offers for purchase the book "Journey and SoJourn of the William Bowen Family of Manskers Creek" in its gift shop; and

**WHEREAS**, the Tourism Department desires to publish and sell additional copies of said book; and

**WHEREAS**, descendants of the Bowen family desire to enter into an agreement authorizing such publication.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT AN AGREEMENT WITH JAMES, ANDREW & ALLAN SOWELL AND EVELYN BONDS FOR THE PUBLISHING RIGHTS TO THE BOOK "JOURNEY AND SOJOURN OF THE WILLIAM BOWEN FAMILY OF MANSKERS CREEK" IS APPROVED AND ATTACHED HERETO AS EXHIBIT I**

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Passed this 9th day of January, 2020

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
CITY ATTORNEY



## AGREEMENT AND ASSIGNMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between **JAMES R. SOWELL, ANDREW J. SOWELL, ALAN M. SOWELL, and EVELYN S. BONDS**, (hereinafter called the Legatees), and the **CITY OF GOODLETTSVILLE, TENNESSEE**, (hereinafter called the City), is made with reference to the following facts:

WHEREAS **ANNE CATO SOWELL** is the Author of a book entitled **The Journey and SoJourn of The William Bowen Family of Mansker's Creek** (hereinafter called the Work) and,

WHEREAS **ANNE CATO SOWELL** died testate leaving as her legatees **James R. Sowell, Andrew J. Sowell, Alan M. Sowell, and Evelyn S. Bonds**, and,

WHEREAS the Legatees of the Author desire to grant to the City of Goodlettsville ("the City") the exclusive right to publish and distribute the Work according to the terms hereinafter set forth, and,

WHEREAS, the City desires to publish the Work on said terms;

It is therefore agreed, in consideration of the mutual covenants and promises contained herein, as follows:

1. The undersigned sole Legatees of the Author hereby agree to and do grant and assign to the City the exclusive right to publish the Work and distribute the Work.
2. The right to publish and distribute the Work granted to the Publisher under paragraph 1 above shall extend to and shall include the entire world.
3. This agreement shall apply to and govern the current printing of the first edition of the Work, and to all future editions and printings of the Work. Legatees warrant no prior Agreements exist for the right to publish and distribute the work. Any prior agreements of the Author are intended to be superseded by this agreement.
4. The consideration for this Agreement is for zero dollars (\$0.00) but the Legatees recognize the ability of the City to Publish and distribute as good, valuable, and sufficient consideration and acknowledge the same. The City shall be responsible for and receive all proceeds for publication and distribution.
5. The City shall have the sole determination as to the methods of distribution of the Work, and may distribute the Work in book stores, and other retail and/or wholesale outlets as it sees fit, and may enter into contracts for the distribution of the Work with retail outlets, wholesale outlets, book jobbers, and other book distributors on the terms it deems proper.



6. The City agrees to keep the Work in print for as long as it deems it profitable to do so and may at its option discontinue publication and distribution. In the event the Work is not published for five (5) consecutive years by the City or its assigns, all rights to publish and distribute the Work shall revert back to the Legatees.

7. The Legatees represent to the City that they are the owners of a copyright or copyrights or rights to the entire Work in its first edition. The Legatees make no further warranties regarding the Work. The City and its assigns assume all legal liability for the publication and distribution of the Work, and the City shall defend, indemnify, and hold harmless the Legatees for any claims arising out of the publication and distribution of the Work.

8. The City shall have the right to assign its rights and duties under this agreement.

9. This agreement shall inure to the benefit of the assignees, devisees, heirs, and successors of the parties.

IN WITNESS THEREFORE the parties affix their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**JAMES R. SOWELL, Legatee**

\_\_\_\_\_  
**THE CITY OF GOODLETTSVILLE,**  
**By: Jeff Duncan, Mayor**

\_\_\_\_\_  
**ANDREW J. SOWELL, Legatee**

\_\_\_\_\_  
**ALAN M. SOWELL, Legatee**

\_\_\_\_\_  
**EVELYN S. BONDS, Legatee**





**RESOLUTION NO. 20-902**

**A RESOLUTION APPROVING A MASTER STANDARDIZED FACILITY USE AGREEMENT AS IT RELATES TO THIRD PARTY USE OF CITY OWNED PARK FACILITIES FOR THE PURPOSE OF PROVIDING ATHLETIC AND OTHER PROGRAMS.**

**WHEREAS**, the City of Goodlettsville Parks and Recreation Department desires to update its standardized Youth Sports Facility Use Agreement; and

**WHEREAS**, the updated Youth Sports Facility Agreement will better address all aspects of facility usage within the Parks and Recreation Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT A MASTER STANDARDIZED FACILITY USE AGREEMENT DATED JANUARY 2020 IS APPROVED FOR USE AND ATTACHED HERETO AS EXHIBIT I**

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Passed this 9th day of January, 2020

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MAYOR JEFF G. DUNCAN

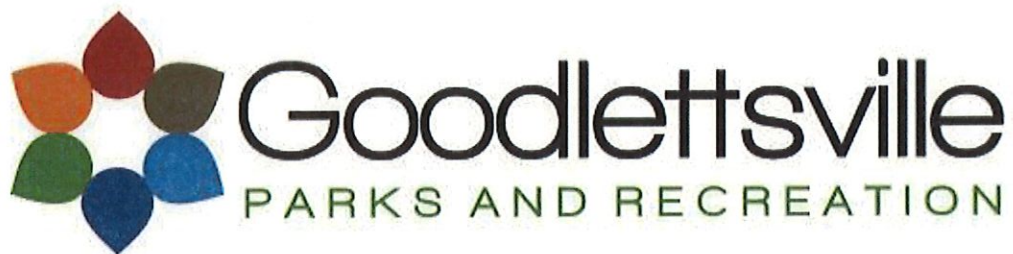
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CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

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CITY ATTORNEY



# **Youth Sports Facility Use Agreement**

## **Goodlettsville Parks and Recreation**

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## **Goodlettsville Parks and Recreation Youth Sports Facility Use Agreement**

Goodlettsville is fortunate to have volunteers who execute youth recreational sports programs on behalf of the City. In this partnership, the City provides staff, budget, and resources to construct and maintain quality sports fields and facilities. Youth Sports Organizations (YSO), shall have a board of directors to organize, plan, and administer outstanding youth sports programs. Together, this team ensures that wholesome, healthy, and enjoyable recreation activities are available to hundreds of youth and families each year.

### **Purpose**

The purpose of this document is to set forth procedures for the organization and administration of youth sports activities in athletic facilities operated and maintained by the Goodlettsville Parks and Recreation (GPR) for organizations requiring field/facility use. This agreement will set forth the responsibilities of the Youth Sports Organization and GPR so that there will be a clear understanding of those responsibilities. The procedures specified herein will establish the standards to be used in governing those systems. Through their use, continuity can be maintained between each youth sports organization thereby allowing a comprehensive and equitable delivery of organized youth sports that meet the needs of Goodlettsville residents.

### **Application Requirements**

In order to be considered to be a Youth Sports Organization (YSO) using the City of Goodlettsville owned and GPR operated and maintained facilities for the purpose of providing youth sports programs, organizations first must agree to the criteria and provide the documents addressed below.

1. The YSO agrees to conduct their activities in strict and complete compliance with Federal Law, State Law, Goodlettsville Municipal Code, Departmental Rules and Regulations and other regulations deemed necessary by GPR.
2. The YSO agrees to purchase all supplies for the operation of the program from vendors in which GPR has an agreement to provide said service or product to the facility (i.e. beverage vendor, food vendor, etc.).
3. The YSO must maintain 501(c)3 status and submit annual reports to stay in compliance with the Tennessee Secretary of State.
4. The YSO shall maintain, at all times, during the term of this agreement, at its sole expense and at no expense to GPR, a comprehensive general liability insurance coverage package in the amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. The Certificate of Insurance must list the City of Goodlettsville as additional insured. This policy of insurance shall contain an endorsement indicating that it will be primary to any other insurance the City may have and that such coverage of insurance shall not be canceled or reduced without the insurance carrier first giving thirty (30) days-notice in written form to GPR. Also required is insurance covering the personal property of the organization including equipment and contents. All subcontractors and vendors must provide the City of Goodlettsville a comprehensive general liability insurance coverage package in the amount of \$1,000,000, which is due to GPR before any services or activities are provided in the park. The COI (Accident and Liability) must be on file before the use of facilities can occur.
5. The YSO agrees to provide GPR with its current bylaws for the length of this agreement. If the bylaws change during this agreement, then the YSO agrees to submitted updated bylaws as needed. If the YSOs bylaws have not changed from the previous year then the YSO will need to notify GPR in writing that the bylaws from the previous agreement are still in use.

6. The YSO agrees to provide a list of Current Officers & Board of Directors with names, telephone numbers, addresses, and email addresses at the start of this agreement and update GPR if there are any changes during the length of this agreement.
7. The YSO understands that the City is the sole owner of all athletic facilities and that contribution of services, amenities, or cash does not imply YSO ownership.

#### **Approval Process**

GPR will notify the requesting organization of receipt of their documentation within ten (10) business days and inform of any missing or incomplete information. The submission of required information does not guarantee facility usage. Facility usage is based on a number of factors including, but not limited to, historical usage and facility availability. To ensure the needs of all Goodlettsville residents are met, GPR will use the following priorities in the issuance of facility space at the City of Goodlettsville owned facilities:

1. Goodlettsville Parks and Recreation operated programs.
2. TSSAA sanctioned school teams.
3. Youth Sports Organizations (recreational sports programs) with approved Agreement.
4. Youth Sports Organizations (travel/competitive sports programs) with approved Agreement.
5. School athletic club teams.
6. Independent sports teams (travel/club).

GPR reserves the right to withdraw a YSOs status or a permit granted to an organization at any time.

#### **Violations**

Any YSO who has been approved for facility uses by GPR, who violates the guidelines and/or regulations stated in this agreement, will be subject to the following disciplinary actions:

**First Violation:** A written warning to the league contact/President with detailed agreement violation(s).

**Second Violation:** A written warning to league contact/President with detailed agreement violation(s) with a possible facility use suspension and/or fine at the discretion of the Director of GPR.

**Third Violation:** The YSO will be notified in writing that their facility use agreement has been revoked for the remainder of the season. The YSO President must then come before the Director of GPR to be reinstated. A possible fine may be set by the Director of GPR and must be paid in full before being reinstated.

#### **Facility Availability**

Facility availability is expected each season to be:

- Baseball and softball fields open approximately March 1<sup>st</sup> and close approximately October 31<sup>st</sup>.
- Soccer fields open approximately February 15<sup>th</sup> and close approximately May 25<sup>th</sup> for the spring season. Fields are open approximately August 1<sup>st</sup> and close approximately on November 15<sup>th</sup> for the fall season.
- Football fields open approximately April 1<sup>st</sup> and close approximately June 15<sup>th</sup> for the spring season. Fields open approximately July 15<sup>th</sup> and close approximately November 15<sup>th</sup> for the fall season.
- Other facilities, to be determined as needed.

Down-time for maintenance, repairs, and turf rejuvenation is a programmed element of GPR. All request for use of facilities during down-time must be approved by the GPR Director or designee. Consideration may be made based on requested use, current field conditions, staffing availability, and maintenance.

#### **Hours**

Moss-Wright Park should be vacated no later than 10:00pm. Practices should not be scheduled to conclude past 9:45pm to allow time for participants to vacate the park by closing time. GPR understands that games may run late and will be played until completed, as needed.



### **Schedules**

GPR schedules, maintains, and monitors the use of all facilities and has exclusive right to assign facilities for play or practice to any group as it pertains to this Agreement. Facility assignments shall rest solely with the GPR Director or designee. Practices or games scheduled prior to the approval of this agreement will not be permitted. The GPR Director or designee may, at any time, change the facility assignment if necessary. YSOs do not have the authority to subcontract use of facilities to another organization.

The YSO agrees to provide practice schedules for GPR approval at least seven (7) days before the first scheduled practice and game schedules for approval at least fourteen (14) days prior to the first league game. Failure to provide these schedules may risk facility availability. Game and practice schedules may be required to be altered to accommodate events, programs, or other activities.

GPR must be notified of any schedule changes a minimum of one (1) week prior to the requested date change unless the change pertains to weather or other closures by GPR.

The GPR Director or designee must approve all practice and game schedules provided by the YSO. In order to accommodate maintenance and improvement projects, the GPR Director or designee may change the practice and game schedule of a YSO. The GPR Director or designee has the right to close the fields or facility for any reason at any time.

### **Facility No Shows**

It is the intention of GPR to fulfill its facility obligations to all YSOs. In turn, GPR expects the same from each YSO once facility use has been granted. A no show is defined as a time period scheduled by YSO at a GPR managed facility and not utilized or canceled by the YSO 24 hours or more before the time period occurring. All no shows will be documented and kept on file by GPR. The following penalties will be enforced regarding any no show:

**First offense:** YSO will be notified about a team's no show.

**Second offense:** YSO will be notified about no show and that it is the second offense for the team.

**Third offense:** YSO will be notified that the team has reached their third offense and will no longer be able to practice at that day and time for the remainder of the season. Another team will be allowed to be scheduled in the removed team's slot.

### **Communication**

For the purpose of eliminating confusion or duplication of services, each YSO shall designate up to two (2) individuals from the Board of Directors of the YSO, one individual to serve as the main point of contact and the second to serve as an alternative point of contact.

- All communication with GPR must be made through these designated representatives.
- YSO members such as coaches or parents requesting facilities must go through their respective YSO representatives. Attempts to schedule facilities by persons other than the designated YSO representative(s) will be declined.

### **Meeting Requirements**

- Individual YSO Meetings. These will be held at least two times per year and requires attendance by the President or designee and up to five other members of the YSO. GPR may have a variety of Parks and Recreation staff at the meeting including the Director, Superintendent, Supervisors, or Support Staff. The purpose of this meeting is to have communication exchange related to that specific YSO and its operations.
- Annual President's Meeting. Each November, the president of each YSO will meet with Parks and Recreation staff. The purpose of this meeting will be to share information necessary for any changes in needs, requirements, law, or for other educational purposes.
- Turf & Grounds Assessment. This will occur twice a year – once after the spring season and once after the fall season. The purpose of this meeting is to assess fields, grounds, and buildings to determine a course of action



needed to repair problem areas and to create a timeline for renovation. Appropriate members from YSO and GPR will be in attendance.

- Educational Meetings. These meetings will be conducted as needed by GPR as a way to help support YSO needs and to provide education on youth athletic topics.

### **Financial**

- The YSO will provide details of any scholarship and financial aid programs offered to its participants.
- To ensure all organizations providing services in Goodlettsville are acting in a fiscally responsible manner, YSOs shall make available to GPR, upon request, IRS form 990 and the organization's budget document. The YSO shall implement best practices for appropriate accounting controls. All financial information submitted to GPR will constitute a public record as defined by Tennessee law. YSOs shall provide requested information no later than thirty (30) days after the request is made in writing to YSO representative(s). If the requested documentation is not received by said date, the YSO is subject to loss of field availability.
- GPR, at its own expense, may have an independent audit conducted for YSO operations from a financial and management perspective at any time during the term of this Agreement. The YSOs accounting records shall be made available for audit and inspection by GPR. The auditing firm selected to conduct the audit shall be mutually agreed upon by both GPR and the YSO.

### **YSO Responsibilities**

1. The YSO will submit in writing to the Director of GPR, or designee, a list of maintenance and equipment requests three months prior to the beginning of the season. The request should be prioritized as to the level of importance. Matters of participant safety shall take priority over other requests.
2. YSO is responsible for the appropriate certifications of coaches in accordance with the rules and regulations of their governing organization.
3. Background screenings will be conducted by the YSO sport's governing body or sanctioned provider at the YSOs expense as required by the YSOs bylaws or sanctioned provider.
4. Each YSO will have a code of conduct in place for coaches and parents.
5. The YSO is empowered by GPR to control the behavior of participants and spectators during events to the same extent that GPR is empowered. The YSO can eject unruly or dangerous participant, coach, parent or spectator from the premises during events. Any ejection from a game, or the park, shall require notification to GPR.
6. The YSO agrees to clean up all areas being used for their program and to ensure that trash and litter are placed in trash receptacles. These areas include any support structure (dugouts, bleachers, restrooms, press boxes, etc.).
7. The YSO should notify GPR of any damage, dangerous or unsafe conditions, vandalism, needed repairs and/or safety issues as soon as possible and no later than the next working day.
8. The YSO is responsible for monitoring the restrooms during their use of the facility.
9. YSOs are required to monitor their coaches and teams to ensure that payment for private coaches, trainers, or instructors does not occur on City facilities without a proper permit.
10. The YSO is responsible for turning off all facility lights, closing and locking all doors and windows, turning off all scoreboards, and making sure the thermostat is set to 70 degrees on the HVAC unit after each night's activity.
11. The YSO using the soccer concession or meeting room will be responsible for setting the thermostat no lower or higher than 70 throughout the year. HVAC unit should be turned off in the meeting room when the room is not being used.
12. The YSO will be responsible for providing field equipment, for example, bases, base stubs, pitching rubbers, home plates, goals, nets, etc. on an as-needed basis.
13. Anchoring/sandbagging of movable goals will be the responsibility of the YSO, if the goals are moved from their original anchored/sandbagged position.
14. Batting cage equipment: pitching screens, pitching machines, and flooring will be the responsibility of the YSO.
15. Anytime a pitching machine is being used for instruction or practice, an adult league official or coach must be present to supervise. It will be the responsibility of the YSO to ensure that any league official or coach operating or supervising the use of a pitching machine has been instructed in the proper operating procedures and in all safety precautions. At no time are children to be allowed to operate or use a pitching machine without proper supervision.



16. The YSO will invite GPR representatives to any and all open Board meetings/elections and provide at least a seven (7) days-notice of such meetings.
17. The YSO will provide GPR with keys or combinations to any locks used within the facility.
18. During all times the YSO shall be responsible for providing supervision of volunteers, participants, and guests on City property and ensuring that they are using facilities in a safe and appropriate manner and complying with all federal, state, and local laws, rules, regulations and policies.

#### **Concessions**

1. The YSO, if operating food concessions during the term of this agreement, shall be responsible, on a daily basis, for the retrieval and disposal of all solid waste generated from the sale of concession products. All empty boxes, etc. shall be broken down and disposed of in a trash receptacle on-site that is provided.
2. It is the responsibility of the YSO to ensure no children under the age of 14 are allowed in the concession area unless they are directly supervised by an adult.
3. The YSO shall perform daily cleaning and routine upkeep of the concession area and its equipment and keep all property in a neat, clean, and operating condition. The facility and equipment should be cleaned each night. No open food, dirty dishes, equipment, or other such items shall be left out.
4. The YSO is responsible for transporting and disposing of used grease in the grease disposal bin located behind the Moss-Wright Park maintenance building as needed, and at the end of each season. There should not be any hazardous, toxic or other foreign substances, such as, but not limited to, grease or animal fats or other such substances disposed into sinks, toilets, pipes, drains, or storm drains.
5. Air returns should not be blocked by boxes, or other items.
6. All concession equipment such as refrigerators, freezers, ice machines, and any other equipment used in the concession area will be the responsibility of the YSO to maintain and replace if needed.
7. At the conclusion of play for the year, the YSO must properly dispose of all food and clean all appliances, tools, counters, sinks, floors, and any other areas and equipment used. This should be completed by December 1. If the concession area is not sufficiently cleaned, fees will be assessed to return the property to an acceptable condition. The YSO may not opt to pay fees in lieu of cleaning the concessions area.

#### **Press Boxes**

1. The YSO is responsible for removing all trash from their press box area on a nightly basis.
2. Press boxes will be properly maintained by the YSO by keeping the area clean, organized and clear of obstructions.
3. It is the responsibility of the YSO to perform custodial duties including, vacuuming, wiping counters, cleaning interior windows and removal of trash in the press box area as needed.
4. The YSO is responsible to ensure no children under the age of 14 are allowed in a press box area without being directly supervised by an adult.
5. Equipment stored in press boxes between season should be cleaned and organized in an acceptable manner.
6. HVAC units in each press box should be set at a comfortable level during use, but returned to the standard listed control temperature each night. This can be found near the control of each HVAC.

#### **GPR Responsibilities**

1. Field maintenance will be completed by GPR maintenance staff. Fields will be lined, dragged, mowed, raked, goals anchored, and all other aspects of preparation for practices and games that are properly scheduled.
2. GPR will purchase paint, chalk, brick dust, drying agent, clay, permanent goal anchors, fertilizer, grass seed and any other supplies needed for playing fields.
3. The use and maintenance of field drags, mowers, sprayers, and all other equipment used to maintain fields will only be permitted by GPR employees.
4. GPR will maintain field irrigation systems and watering schedules of turf.
5. GPR will provide and pay all utility costs at facilities including electricity, water, sewer, and stormwater fees.
6. Restrooms will be supplied with toilet paper and soap by GPR.
7. At the end of each day, GPR will clean and restock restrooms as needed so they will be ready for the next day of activities.
8. Bleachers will be provided by GPR.

9. GPR will provide trash receptacles at each location and will be responsible for emptying these receptacles on an as-needed basis.
10. GPR will provide a grease disposal bin and assume the cost of this bin and the disposal of grease from the bin.
11. It is GPR's responsibility to maintain all building and field lighting systems including the repair or replacement light fixtures, light bulbs, poles, wiring, and other equipment related to the light of each field and building.
12. GPR will schedule automatic field lights at a minimum of 30 minutes before soccer and football practices/games and a minimum of 45 minutes before baseball and softball practices/games. A copy of the Automatic Field Light Policy can be obtained by contacting the GPR Director or designee.
13. GPR will maintain the structural integrity of concessions, restrooms, press boxes and storage areas including repair or replacement of roofs, doors, locks, and windows.
14. All scoreboard maintenance and scoreboard controller issues will be the responsibility of GPR.
15. GPR will be responsible for maintenance of all HVAC systems including repairs, filter changes, and other items as needed.
16. GPR will be responsible for plumbing and electrical maintenance.
17. Field fencing, gates, backstop netting, backstop pads, backstop block walls and dugouts will be repaired and maintained by GPR.
18. GPR will provide and maintain water fountains.
19. Concession space will be provided.
20. Concession hood filters will be removed and cleaned by GPR as needed.
21. GPR will be responsible for the cleaning of concession hoods by assuming the cost of a professional hood cleaning company.

#### **Field Maintenance**

YSOs should not drag, rake, add field drying agent or line any part of athletic fields unless preapproved and coordinated by the Parks Operations Supervisor. Field alterations are prohibited and any cost incurred in field restoration due to unauthorized field alterations will be charged to the YSO.

GPR reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to turf. The determination to rest a field will be at the discretion of GPR. If a field is closed, no practice or gameplay is allowed.

#### **Site Modification**

The YSO agrees that they will not modify any assigned field, facility, or part of City property without written approval from the Director of GPR and the Parks Advisory Board. The YSO representative must first complete a Site Modification Request form in its entirety for the modification to be considered. This form is located as Appendix A of this agreement, or can be obtained from the Director of GPR or their designee.

#### **Storage**

GPR is under no obligation to provide storage at GPR facilities, however, if permitted and utilized, the YSO and their representatives shall hereby release the City of Goodlettsville from all liability for the loss of, or damage to, merchandise, goods, equipment or any other property whatsoever due to fire, theft, weather or any other reason arising from its operation under this Agreement.

- Proof of insurance covering stored equipment on City-owned property must be provided prior to the storage of any equipment. Coverage must name the City of Goodlettsville as additionally insured.
- A separate Agreement for storage may be required.
- YSO will be expected to store all equipment in the proper location and clean storage areas as needed.
- If items are not stored in the proper location, the YSO will be responsible for removing items from GPR facilities.

#### **Weather-Related Closures**

GPR reserves the right to delay, postpone or cancel any game, practice or other activity leading up to or during the event due to inclement weather or any other factors which might impair the safety of the participants or spectators, or



damage to the facilities. YSOs are required to have an inclement weather policy in place and on file with GPR in which they will strictly enforce.

Upon determination of non-playability, GPR will update the Rainout Line software. This information can be accessed by YSO members through the RainoutLine app, by calling 615.745.1016, or on the GPR website at [www.goodlettsvilleparks.com](http://www.goodlettsvilleparks.com).

- GPR will provide a rainout information sheet to each YSO representative that can be provided to the YSO members for easy access.
- The Rainout Line will be updated at, or before, 3:00pm Monday – Friday and as needed on evenings and weekends.
- It is the YSOs responsibility to monitor all announcements and/or changes and relay that information to the YSOs members.
- GPR will not be held fiscally responsible for sports officials or visiting teams/organizations that fail to be notified of facility closures.
- GPR reserves the right to cancel any game, practice or event in progress due to deteriorating field conditions.

### **Sponsorship Signage**

GPR understands that YSOs utilize sponsors to finance the activities of the organization. GPR has an Association Signage Sponsorship Policy in place to encourage proper placement and type of sponsorship banners that will be placed on city property. A copy of the Association Signage Policy is Appendix B of this document or it can be obtained by contacting the GPR Director or designee.

### **Tournament, Clinics, Camps & Special Events**

- **Tournaments.** YSOs must request in writing to GPR the permission to use fields for tournaments prior to bidding on a tournament. This written notification should be received two weeks prior to the association bidding on a tournament and the request should include tournament dates, times, and specific facilities, along with the ages of players and anticipated participation. Upon approval, the YSO may proceed with the tournament bid process. Once a YSO has been notified of an award of a tournament, an official tournament application is required to be submitted to GPR. Tournaments conducted by YSOs as part of their post season play will not be assessed tournament fees. Tournaments conducted by YSOs as a fundraiser for the organization will be assessed tournament fees as determined by the approved Parks and Recreation fee schedule. YSOs may not contract other organizations to conduct tournaments on park property. Any tournament organizer/producer needs to submit applications directly to GPR. Tournament application can be found as Appendix C or at [www.goodlettsvilleparks.com](http://www.goodlettsvilleparks.com).
- **Clinics and Camps.** YSOs may host clinics and/or camps during the terms of this Agreement and separate facility usage fees will apply with approval from GPR. YSOs may not contract out services for camp or clinics. Any subcontracted services need to be submitted directly to GPR.
- **Special Events.** Special Events conducted by YSOs will require a Special Event Application to be completed and submitted to GPR for consideration. Additional facility usage fees may apply.

All requests for use of facilities during down-time must be approved by the GPR Director or designee. Consideration may be made based on requested use, current field conditions, staffing availability, and maintenance.

### **Fees**

Recognizing that the increased demand on fields creates a strain on the City's financial resources, the City charges for facility and field use in order to recover public costs to operate, maintain, repair, improve, supervise and administer the use of parks and athletic fields/facilities.

- Player fees are determined by residency with fees currently being assessed at \$20 for residents of the corporate limits of Goodlettsville, and \$40 for non-residents of Goodlettsville.

- Rosters of players including name, physical residential address, date of birth, and coach/team are required to be submitted to the GPR Director or designee before the third week of scheduled games.
- Once rosters are submitted, GPR will provide an invoice within ten (10) business days.
- The YSO will then have ten (10) business days after receipt of the invoice to complete payment.
- If payment is not received within ten (10) business days, the YSO will be in violation of this agreement and GPR will begin the action listed above in the violation section of this agreement.

#### **General Rules**

- No alcohol or drugs of any kind are allowed on City of Goodlettsville property.
- Domestic animals are prohibited from being in spectator, bleacher, practice or game areas.
- Smoking, vaping, or the use of e-cigarettes must be conducted at least fifty feet (50') away from any spectator seating, dugout, or player's area. Smoking or use of tobacco products should not take place on any game or practice field.
- Parking is restricted to designated parking areas only.
- All persons entering GPR operated facilities or parks are subject to the policies therein. When necessary, law enforcement may be called to enforce policies.
- Disorderly or unlawful conduct will not be tolerated.
- Fireworks are prohibited
- Selling products or services is not permitted without written consent of the department.
- Weapons are prohibited
- GPR decisions regarding its property are final.

#### **Termination**

Failure to adhere to any provisions within this Agreement by the YSO or YSO member may result in termination for cause.





## Goodlettsville Parks and Recreation Youth Sports Facility Use Application

Youth Sports Organization Information		
Name of Organization:		
Year/Season:		
Address:		
City:	State:	Zip Code:
Phone:	E-mail:	
Website:		
Representative Information		
President:	Cell:	
E-mail:		
Vice President:	Cell:	
Email:		
Additional Contact:	Cell:	
Email:		
Requested Facilities		
Requested use of a facility is for a period not to exceed one year. Users may apply annually. Circle all that apply.		
<b>Location</b>	<b>Gym/Fields</b>	
Delmas Long Community Center	Gym	
Moss-Wright Park	Baseball/Softball Fields Bottom Practice Fields Football Fields Soccer Fields	
Required Documents To Be Submitted With Agreement		
<input type="checkbox"/>	List of Current Officers & Board of Directors with names, phone numbers, addresses, and email addresses	
<input type="checkbox"/>	Copy of the YSOs current bylaws, if amended, or not on file	
<input type="checkbox"/>	Copy of inclement weather policy and procedure, if amended, or not on file	
<input type="checkbox"/>	Copy of current codes of conduct, if amended, or not on file	
<input type="checkbox"/>	Program Proposal Dates and Concession Operations Request form	
Due One Week Prior to First Use of Facility		
<input type="checkbox"/>	A valid COI (Certificate of Insurance) with the City of Goodlettsville named as an additional insured. Each insurance policy shall carry no less than one million dollars in personal liability or property damage in their policies	
<input type="checkbox"/>	Practice schedule	
Due Third Week That Scheduled Games Begin		
<input type="checkbox"/>	Rosters of players including name, address, date of birth, and coach/team	
Due Ten (10) Business Days Once Invoice Has Been Received		
<input type="checkbox"/>	Payment for player fees	

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title of Applicant: \_\_\_\_\_



## Goodlettsville Parks and Recreation Youth Sports Program Proposal and Concession Operations Request

The purpose of this proposal is to assist Parks and Recreation in managing resources for opening and closing fields and planning for staffing and maintenance. Please complete with specific proposed dates.

### Schedule of Operation

Activity	Start Date Spring	End Date Spring	Start Date Fall	End Date Fall
Evaluations (only if using GPR facilities)				
Draft				
Practice Dates				
Pre-Season Tournament Dates				
Game Dates				
End of Season Tournament				
Camp Dates				

### Concession Operations Request

Requested Yes \_\_\_\_\_ No \_\_\_\_\_

Dates Requested Start \_\_\_\_\_ End \_\_\_\_\_

Will services be contracted out or managed by a particular person? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, to whom? \_\_\_\_\_

Name

Phone Number

Email

## Goodlettsville Parks and Recreation Youth Sports Facility Use Agreement

The City of Goodlettsville through its Parks and Recreation Department (GPR) and the \_\_\_\_\_ (YSO) being a duly legal and authorized corporation, organized pursuant to the laws of the State of Tennessee hereby enter into an agreement for use of \_\_\_\_\_ facility beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ for the purpose \_\_\_\_\_ activity.

I/We have read and understand the policies and regulations as stated by GPR and agree to abide by them. I/We understand that failure to abide by these policies and regulations may be cause for revocation of the Agreement for facility use.

I/We further waive any claim against the City of Goodlettsville and assume all risks and hazards incidental to the use of the facilities of the conduct of the activities and transportation to and from the activities. I/We further hereby release, absolve, indemnify, and hold harmless the City of Goodlettsville from and against any loss, liability, claims, causes of action, and expenses, including attorney's fees and damages, arising out of or related to the facilities, the condition of the facilities, the activities, or the programs contemplated by their Agreement.

The parties hereto agree that the above writing constitutes the entire agreement between them concerning this matter and there is no understanding, promises or arrangements binding either part hereto that have not been written herein. The parties further agree that this Agreement can be amended only by written agreement signed by the parties hereto.

The YSO agrees to conduct their activities in strict and complete compliance with the Goodlettsville Municipal Code, Departmental Rules and Regulations and other Regulations deemed necessary by GPR.

The YSO agrees to provide GPR with the information required in its Regulations and any other materials deemed necessary by the Director of Parks and Recreation.

This contract was executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Youth Sports Organization

\_\_\_\_\_  
Signature of City of Goodlettsville

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix A



GOODLETTSVILLE PARKS AND RECREATION  
SITE MODIFICATION REQUEST

**City of Goodlettsville Parks and Recreation Contact Information**

**Phone:** 615-851-2253

**Email Address:** goodlettsvilleparks@goodlettsville.gov

**Office Hours:** Monday – Friday, 8:00am – 4:30pm

**Website:** www.goodlettsvilleparks.com

**Office Location:** Delmas Long Community Center  
200 Memorial Drive, Goodlettsville, TN 37072

WRITTEN AUTHORIZATION FROM GPR IS REQUIRED BEFORE PROCEEDING WITH ANY SITE MODIFICATION WORK ON A CITY FIELD OR FACILITY.

Organization Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Describe the proposed project:

Attach a map or drawing showing the proposed project location (to scale)

Cost estimate for proposed project (including design, materials, implementation):

Will there be ongoing costs for proposed project once implemented? Yes No

Proposed implementation schedule:

Attach any additional information that you think would be helpful to staff and the Parks Advisory Board in making its decision.

\_\_\_\_\_  
*Project Approval*

Parks and Recreation Director \_\_\_\_\_ Date \_\_\_\_\_

City Manager \_\_\_\_\_ Date \_\_\_\_\_



## Appendix B



### GOODLETTSVILLE PARKS AND RECREATION ASSOCIATION SIGNAGE SPONSORSHIP POLICY

#### City of Goodlettsville Parks and Recreation Contact Information

**Phone:** 615-851-2253

**Email Address:** [goodlettsvilleparks@goodlettsville.gov](mailto:goodlettsvilleparks@goodlettsville.gov)

**Office Hours:** Monday – Friday, 8:00am – 4:30pm

**Website:** [www.goodlettsvilleparks.com](http://www.goodlettsvilleparks.com)

**Office Location:** Delmas Long Community Center  
200 Memorial Drive, Goodlettsville, TN 37072

#### CRITERIA FOR SPONSORSHIP SIGNAGE WITHIN CITY OF GOODLETTSVILLE OWNED OR MANAGED RECREATION FACILITIES

All signage must be professionally produced.

All fence signage must be no larger than 5'x3' and placed no closer than 15' from the nearest sign (end to end).

Fence signage must be placed on the outfield fences only for baseball and softball leagues.

Fence signage must be placed on the sidelines only for football leagues.

Fence signage must have a consistent dark green backing facing the outside of the fence.

All signage shall face into the field areas.

All sponsor signs are to contain sponsor's name, logo, and contact information only.

Sponsorship Signage for soccer leagues, and other youth athletic associations that use open fields with no fencing, are permitted to use teardrop or feather banners no larger than 8'x2'.

Teardrop or feather banners must have a consistent royal blue color as the main body color.

Any income derived from sign sponsorship will be retained by the youth athletic association.

The City of Goodlettsville is not responsible for any contracts that the organization enters into with any sponsor.

#### APPROVAL PROCESS FOR SPONSORSHIP SIGNAGE

Organizations are required to contact Goodlettsville Parks and Recreation prior to ordering any form of sponsorship signage that is to be displayed at any city owned or city managed facility to ensure that the proposed signage meets the conditions outlined in this policy.

Organizations shall submit their Sponsorship Signage Plan, including contact information for the person responsible for sponsorship signage, sponsorship agreements, graphics and design, materials, method of attachment, start and end dates, and other required information each season as part of the approval process.

Goodlettsville Parks and Recreation will respond in writing to all signage requests within 14 days of receipt of the Sponsorship Signage Plan.

## INSTALLATION AND MAINTENANCE

All approved sponsorship signs may be installed up to five days prior to the association's first game.

All sponsorship signage must be removed within seven days of the end each season.

Associations may be required to remove signage during their season if the facility is to be used by a separate organization.

Organizations are expected to maintain all sponsorship signage in an acceptable and safe manner at all times, and at their cost. This includes immediate removal of graffiti, damaged, and broken signs.

Any costs associated with the removal, or reinstallation of sponsorship signage, will be charged to the organization. The City of Goodlettsville cannot, and will not, be held liable for any claim made by an aggrieved sponsor where sponsorship signage considered by Commission to be in breach of this policy has been removed.

Sponsorship signage may be removed immediately by staff when the signage is deemed by the City to be dangerous. Any costs will be charged to the organization.

The City of Goodlettsville is not responsible for weather, graffiti, theft or vandalism. Each organization must ensure the signs are presentable at all times.

Should an organization erect signage without approval, the signs will be removed and impounded by staff and a release fee of \$50.00 will be imposed for the return of each sign.

## PROHIBITED USES

Signage is prohibited from being attached to any other fixtures, or structures, within a sport facility including: amenity buildings, storage buildings, boundary fencing, trees, safety rails, public toilets, and retaining walls.

Sponsors of signage that does not meet the mission of Goodlettsville Parks and Recreation, or for youth athletic leagues, may be denied.

No sign may promote or reference any product that is prohibited for use by or sale to minors.

No sign may unreasonably interfere with or detract from the general public's enjoyment of the public space.

Signs may not create potential to incite violence, crime or disorderly conduct.

Political and/or religious advertisements are prohibited, including (but not limited to) advertisements identifying and/or urging support for or opposition to a particular social, religious, or political issue, political party, political candidate, or ballot issue or initiative.

Organizational sponsorships that directly conflict with vendor or sponsorship contracts that the City of Goodlettsville has in place will not be allowed.



# GOODLETTSVILLE PARKS & REC TOURNAMENT APPLICATION

## TOURNAMENT DIRECTOR:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Alternate Contact \_\_\_\_\_ Phone: \_\_\_\_\_

## ORGANIZATION INFORMATION:

Organization Name: \_\_\_\_\_  
 Sanctioning Body (if applicable): \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## TOURNAMENT INFORMATION:

Tournament Name: \_\_\_\_\_ Web Address: \_\_\_\_\_  
 Tournament Description: \_\_\_\_\_

Date(s) of Tournament: \_\_\_\_\_

Actual Tournament Play Time(s): \_\_\_\_\_

Set up Date/Time: \_\_\_\_\_ Take-Down Date/Time: \_\_\_\_\_

Sport: Baseball Football Lacrosse Softball Soccer Other \_\_\_\_\_

Youth \_\_\_\_\_ Adult \_\_\_\_\_

Fields Requested: Baseball/Softball 1 2 5 6 7 8  
 Football 3 4  
 Soccer Entire Complex or F1 2 3 4 5 6 7 8 9 10 11 12

Anticipated # of Teams Participating \_\_\_\_\_ Anticipated # of Spectators: \_\_\_\_\_

Will parking fees be collected? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, will they be Prepaid? Yes \_\_\_\_\_ No \_\_\_\_\_ Must submit collection plan if not pre-paid

Will gate entrance fees be collected? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, gate collection locations must be submitted

Will there be vendors selling any items? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, list of vendors, vendor application & fee must be submitted

## FEES:

Refundable Deposit	\$250
Baseball/Softball Field per day	\$75
Football Fiels	\$50 per day
Soccer Complex Weekend Fee	\$1000
Lining	\$25 per field (soccer and football fields when not using existing lines)
Additional Dragging and Lining	\$25.00 per request
Dumpster for Solid Waste	TBD by size required and paid directly to company
Vendor Fees	\$20 per vendor
Damage Fees	\$100 plus full cost of labor and materials
Misrepresentation of Event	\$100
Failure to Sufficiently Clean Venue	\$100 plus full cost of labor and materials
Other not listed	As determined by request



**EQUIPMENT AND OTHER REQUESTS:**

Please consider your needs of Parks & Recreation staff, equipment, and other uses of park property in this section.

Field Prep Request Yes \_\_\_\_\_ No \_\_\_\_\_ (lining for soccer/football fields and lining/dragging for baseball/softball fields)

Number of Preps Requested: \_\_\_\_\_ Dates: \_\_\_\_\_ Fields \_\_\_\_\_ Times: \_\_\_\_\_

You may be asked to attach an additional schedule that details the preps you are requesting.

Equipment Usage Request (barricades, rakes, liners, etc.) \_\_\_\_\_

Traffic Cone Request (please list total number of cones requested) \_\_\_\_\_

Will you have tents over the size of 20'x20'? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, tent permit will be required

Will you be using any type of inflatable? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have any electrical needs? Yes \_\_\_\_\_ No \_\_\_\_\_

Early Park Entry Request (prior to 6:00am) Yes \_\_\_\_\_ No \_\_\_\_\_

Keys Requested to \_\_\_\_\_ Quantity \_\_\_\_\_

Will you be using any equipment on game fields (temporary fencing, field dividers, etc.)? Yes \_\_\_\_\_ No \_\_\_\_\_

Staking may not occur without permission from Park Supervisor in areas that irrigation exists.

**MARKETING AND OVERNIGHT STAYS:**

Do you request any assistance from the City of Goodlettsville to market your tournament? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, staff will be in contact to discuss options.

Do you need assistance with hotel room blocks? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, staff will be in contact to discuss options.

**PAYMENT SCHEDULE AND DUE DATES:**

Required Documents/Fees	Due Date	Date Submitted—Staff Initials
Tournament Application	No later than 30 days prior to event	
Deposit	When application is submitted	
Tournament Insurance	No later than 5 days prior to event	
Vendor Application and Fees	No later than 2 days prior to event	
Fees	Due 5 days prior to event	
Site Plan including fields, parking, \$ collection	Due 5 days prior to event	
Field Prep requests	Due 15 days prior to event	

**HOLD HARMLESS CLAUSE:**

Applicant/Event Producer shall save and hold the City of Goodlettsville and the Goodlettsville Parks, Recreation, and Tourism Department harmless from and against all liability, claims and demands on account of personal injuries (including without limitation to the foregoing worker's compensation and death claims) or property loss or damage of any kind whatsoever, which arises out of or be in any manner connected with the performance of this contract, regardless of whether such injury, loss, or damages shall be caused by, or be claimed to be caused, by the negligence of the permit holder or the City of Goodlettsville and Goodlettsville Parks and Recreation Department; or by any agents or employees of any of the foregoing; or by accident; or otherwise.

The undersigned agrees to the terms of this agreement as outlined by the City of Goodlettsville Parks and Recreation Department.

The applicant ensures compliance with the following: The observance of all applicable laws and ordinances; Any stipulations or restrictions of the permit.

\_\_\_\_\_  
Signature of the agent duly authorized by the event applicant to bind it

\_\_\_\_\_  
Date

## **Goodlettsville Parks and Recreation**

### **Guidelines on Emergency Weather Conditions and Extreme Hot and Cold Temperatures**

The following guidelines for heat related illness, extreme cold temperatures, and lightning safety are suggested, though each participant and situation is unique, and may not require every step listed or may call for different or additional measures.

If a Youth Sports Organization (YSO) hears an emergency warning siren or receives messages from the City, County, or National Weather Service, immediate action should be taken. Each YSO shall identify a safe area for their particular sport use area and notify coaches/managers of these areas.

Immediate action should be taken when:

- The NWS issues a significant weather advisory accompanied by lightning, hail, and strong winds
- The NWS issues a severe thunderstorm warning
- The NWS issues a tornado warning

Immediate actions should include:

- Leave the playing field and seek shelter in a safe area
- Turn to a local radio station for weather updates. Each YSO should monitor weather radio which should be located in each concession stand.

YSOs should assist in weather conditions by:

- Establishing a chain of command that identifies who is to make the call to remove individuals from the field. Each YSO should advise GPR who these individuals are each season.
- Name a designated weather watcher, a person who actively looks for the signs of threatening weather and notifies the chain of command if severe weather becomes dangerous.
- If the press box is occupied, an announcement should be made that acknowledges the need to clear the fields and that all play is suspended. Play will not resume and no one will be allowed on the field until the officials or league director makes the determination that it is safe for play to resume.
- Designate a safe shelter for each venue and notify coaches/managers of these areas. Unsafe places are near metal or aluminum, under trees, on hills, and near electrical/electronic equipment.
- Have a means of monitoring local weather forecasts.
- Know weather definitions:
  - Watch indicates conditions are favorable for severe weather
  - Warning means severe weather has been detected in the area, and all persons should take the necessary precautions.
- Severe Weather Watch: Once a severe weather watch is announced, the YSOs will prepare to stop play and secure the facilities. The organization officials will monitor the weather conditions to determine playability and safety of the facilities and its users.
- Severe Weather Warning: All players, spectators, coaches, and league officials must leave the facility. The facility will remain closed until there is notification that weather conditions have cleared enabling safe usage.
- Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity without fear of repercussions or penalty from anyone.



## **Hot Temperature Recommendations**

The YSO is responsible for ensuring that the heat index can be measured at the location of all activities. The use of a weather app on a cell phone is permissible, but not encouraged if a digital psychrometer or other instrument is available to use at the site of the activity.

### **Under 95 Degrees Heat Index**

- Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire.
- Optional water breaks every 30 minutes for 10 minutes in duration.
- Ice-down towels for cooling for warm weather practices.
- Watch/monitor athletes carefully for necessary action.

### **95 Degrees to 99 Degrees Heat Index**

- Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire.
- Mandatory water breaks every 30 minutes for 10 minutes in duration.
- Ice-down towels for cooling.
- Watch/monitor athletes carefully for necessary action.
- For contact sports and activities with additional equipment, helmets and other possible equipment should be removed if not involved in contact.
- Reduce time of outside activity. Consider postponing practice to later in the day.
- Re-check temperature and humidity every 30 minutes to monitor for increased heat index.

### **100 Degrees to 104 Degrees Heat Index**

- Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire.
- Mandatory water breaks every 30 minutes for 10 minutes in duration.
- Ice-down towels for cooling.
- Watch/monitor athletes carefully for necessary action.
- Alter uniform by removing items if possible. Allow for changes to dry t-shirts and shorts.
- Reduce time of outside activity as well as indoor activity if air conditioning is unavailable.
- If possible, postpone practice to later in the day.
- For contact sports and activities with additional equipment, helmets and other possible equipment should be removed if not involved in contact or necessary for safety. If necessary, for safety, suspend activity.
- Re-check temperature and humidity every 30 minutes to monitor for increased heat index.

### **Above 104 Degrees Heat Index**

- Stop all outside activity in practice and/or play, and stop all inside activity if air conditioning is unavailable.



## **Cold Temperature Recommendations**

The YSO will determine whether practice or play continues during extreme cold temperatures. The wind chill factor should be used to determine the severity of the cold temperatures, not just the temperature alone.

- Warm-up and properly stretch participants until immediately before the competition or practice
- Clothing should be selected for comfort
- Do not overdress, but layer clothing to provide insulation
- Properly cover the head, neck, legs, and hands. Extreme cold blocks some sensations of pain.
- Stay active to maintain body heat
- Do not start an activity in an extremely wet and cold environment

### **40 Degrees and Above Wind Chill**

- No restrictions. Monitor the cold index for decreases in temperature

### **11 to 40 Degrees Wind Chill**

- Warning. Limit practices to 1.5 hours.

### **1 to 10 Degrees Wind Chill**

- Extreme Caution. Very short, restricted practice is permitted (1-hour time limit).
- Observe athletes carefully for signs of cold injuries
- Make sure all athletes have layers of clothing on. Proper clothing includes gloves, hats, and sweatshirts

### **0 or below Wind Chill**

- Danger. Discontinue practice or cancel practice.
- Make sure all athletes get to a warm location.



## RAINOUTLINE.COM INFORMATION

Rainout Line is the weather-related facility cancellation notification system for Goodlettsville Parks and Recreation. This service is easy to use and allows parents, coaches, and league officials to receive cancellation information instantly from a variety of methods.

### Notification Options

1. **Website** - Visit our website at [www.goodlettsvillparks.com](http://www.goodlettsvillparks.com). View Current Field Status, and click on the RainoutLine.com logo. You can view facility information, and select additional tools. Link
2. **Phone Line** - Call 615.745.1016 and follow the extension for your applicable facilities.
3. **Free Mobile App** – Download the free RainoutLine app for Apple or Android to your device, and search for Goodlettsville Parks and Recreation.
4. **E-Mail** – Create a free user account at [www.rainoutline.com](http://www.rainoutline.com). Search for Goodlettsville Parks and Recreation, and select EMAIL ALERTS to subscribe to a notification program.
5. **Text Message** – Create a free user account at [www.rainoutline.com](http://www.rainoutline.com). Search for Goodlettsville Parks and Recreation, and select TEXT ALERTS to subscribe to notifications.

**RESOLUTION 20-903**

**A RESOLUTION REQUESTING THE CITY OF GOODLETTSVILLE'S STATE OF TENNESSEE LEGISLATIVE DELEGATION TO INTRODUCE AND SUPPORT LEGISLATION THAT WOULD PERMIT THE CITY OF GOODLETTSVILLE TO INCREASE ITS HOTEL / MOTEL TAX TO A MAXIMUM OF FIVE PERCENT (5%) IF IT SO CHOOSES.**

**WHEREAS**, the City of Goodlettsville has collected an occupancy tax since July 5, 1990 as authorized by 1990 Public Chapter 636, Section 5; and

**WHEREAS**, the City of Goodlettsville has expressly used said tax solely for tourist related activities since 1990; and

**WHEREAS**, the City of Goodlettsville Board of Commissioners desires the authority to increase the occupancy tax to a maximum of five percent (5%) when or if they shall choose to do so; and

**WHEREAS**, all funds derived from said increase would remain dedicated to tourist related functions as required by 1990 Public Chapter 636, Section 5

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE BOARD HEREBY REQUESTS, THE CITY OF GOODLETTSVILLE'S STATE OF TENNESSEE LEGISLATIVE DELEGATION TO INTRODUCE AND SUPPORT LEGISLATION THAT WOULD PERMIT THE CITY OF GOODLETTSVILLE TO INCREASE ITS HOTEL / MOTEL TAX TO A MAXIMUM OF FIVE PERCENT (5%) IF IT SO CHOOSES.**

**THIS ACTION IS EFFECTIVE UPON PASSAGE BY THE BOARD OF COMMISSIONERS.**

\_\_\_\_\_  
Mayor Jeff G. Duncan

\_\_\_\_\_  
City Recorder

Approved as to form and legality

\_\_\_\_\_  
City Attorney

Passed January 9, 2020